



APPENDIX - A

SCOPE OF COMMISSIONING AND EXPERT PROFESSIONAL SERVICES

1. MASTER INDEFINITE QUANTITY CONTRACT.

This is a master Indefinite Delivery Indefinite Quantity (IDIQ) Contract obligating the Contractor to provide all management, supervision, manpower, administrative support, materials, supplies and equipment. The Contractor shall plan, schedule, coordinate and ensure the full, efficient, and economical performance of all services ordered under this contract. The Contractor must respond to Government contacts/ communications within one normal business day. This contract requires computerized capabilities of the contractor. The Contractor is required to provide it own office equipment and Information Technology (hardware/computer equipment) adequate to fully satisfy all operational requirements of this contract using existing resources. This should be considered in developing the fee proposal as no reimbursement is authorized for such items relative to the solicitation or resulting contract.

NOTE: In accordance with statutory and regulatory requirements, Information Technology supplies and services (hardware and software) shall not be leased or procured under this contract and the Contractor shall not accept any such requirements.

2. CONTRACT EFFECTIVE PERIOD(S)

a. This Contract is effective for a Base Period of approximately one-year and four (4) Option renewal periods of approximately one-year each, for an estimated \$6.0M for each effective period, for a potential dollar total of \$30.0 M over the approximately five (5) year period. However, as referenced in Sections A.9.b and B.3, the Government only guarantees that it will order at least five thousand dollars (\$5,000.00) in combined services and deliverables during the base period of this contract. The exercise of each Option is a Government prerogative, not a contractual right. The Options may be exercised via unilateral contract modifications (SF-30), which include the revised fixed pricing to be used for task orders awarded during the next contract period.

b. The basic contract may not be modified to enlarge its scope after the expiration date of its last effective period, inclusive of options, except that the expiration date may be extended for an aggregate total of six months.

3. PLACES OF PERFORMANCE.

Professional services will be rendered under this contract on an as-needed basis for federal projects within all the GSA Regions Nationwide.

The GSA Regions are 1. New England, Boston, MA; 2. Northeast & Caribbean, New York, NY; 3. Mid-Atlanta, Philadelphia, PA; 4. Southeast-Sunbelt, Atlanta, GA; 5. Great



Lakes, Chicago, IL; 6. The Heartland, Kansas City, MO; 7. Greater Southwest, Fort Worth, TX; 8. Rocky Mountain, Denver, CO; 9. Pacific Rim, San Francisco, CA; 10. Northwest/Arctic, Auburn, WA; 11. National Capital, Washington, DC.

4. CONTRACT SCOPE OF SERVICES.

a. The services the contractor shall provide under this contract include, but are not limited to: Commissioning, Construction Management, Project Development, Expert Professional Services and other related services listed below:

(1) Key Service Area 1: Commissioning - Commissioning activities shall include, but are not limited to, professional and technical services required for quality assurance and quality control of a project's functional expectations.

(2) Key Service Area 2: Construction Management - Construction Management activities shall include providing all oversight, management support, documentation, for project/contract adherence to design requirements, cost management, and schedule control, as characterized by the Construction Management Association of America (CMAA). Additional expertise must be available to coordinate required diagnostics, and value engineering services.

(3) Key Service Area 3: Project Development - Project Development activities shall include, but not be limited to environmental assessments and analyses, conducting Feasibility Studies, Program Development Studies, and master-planning services. These Services may include Architecture and Engineering (A-E) Services that require performance by licensed architects and/or registered engineers or their employees. **Project Design Services are NOT included** as part of this procurement, except as considered incidental to conducting planning stage analyses and interacting with other project delivery team designers.

(4) Expert Professional Services shall include, but not be limited to the following Building Science Disciplines:

- Sustainability/Environmental Impact (energy efficiency, water conservation, indoor environmental quality, contaminant control, recycled materials, and construction waste management);
- Workplace Performance (space flexibility, aesthetics/sense of place, indoor environmental control, healthy conditions, contaminants, etc.);
- Physical Security;
- Blast Resistance;
- High-Wind Resistance;
- Seismic Safety;
- Fire Safety;
- Historic Preservation;
- Accessibility; and
- Building Operations & Maintenance (durability, reliability,

replacement cycles, operating costs).

The Building Science areas referenced above shall be addressed in the context of project planning tasks (design programming), optimizing design selections (considering different performance/building characteristics, and life cycle cost impacts), preparing design/construction contract documents, and supervising construction (construction management, quality control inspections/tests, and turnover services). Contractor knowledge must include not only an expert command of design principles and methods, but code requirements and lessons-learned systems characteristics/capabilities. Diagnostics expertise is required for building systems, subsystems, components, equipment, and materials - addressing such critical features as building walls/glazing, roofing, raised access flooring, structures/framing, HVAC equipment, plumbing, electrical systems, building automation/controls, security systems, fire suppression/alarm, communication systems, and elevators/lifts.

b. **Criteria/Policy Development Services.** The Contractor may be tasked to develop GSA design standards, guidelines, and computer-based tools related to planning, design and construction services. Examples of possible criteria documents include the "Facilities Standards for the Public Buildings Service," "Project Estimating Requirements," "Value Engineering Program Guideline," and the "Border Station Design Guide." Associated with criteria development, Contractors may be tasked to perform technology assessments and various professional service cost studies to identify program goal impacts.

c. **Planning Stage (Pre-Design) Services.** The Contractor may be tasks to perform the following types of project development services:

- Feasibility Studies (preliminary planning project alternative assessments);
- Environmental Impact Statements/Assessments;
- Program Development Studies (PDS);
- Building Engineering Reports (Existing Conditions Studies);
- Master Plan Assessments;
- Planning Stage Value Engineering;
- Site Selection Studies;
- Historic Preservation Plans;
- Energy Conservation Audits;
- Fire Safety Assessments;
- Risk Assessments;
- Blast Resistance Studies;
- Progressive Collapse Assessments; and
- Seismic Safety Studies.

Associated with these services, the Contractor may be required to offer a variety of diagnostic testing services (e.g. thermography, equipment load measurements, acoustic



performance, lighting quality, air/water conditions, and contaminant level measurements).

d. Design Stage Services. The following services are included under the Design Stage Services:

- Prepare Scopes of Work;
- Develop Commissioning Plans;
- Create Request for Proposals documents;
- Conduct Independent Construction Cost Estimates;
- Provide design reviews (Owners, Code, and Constructability);
- Enhance and Maintain criteria/cost databases (and associated computer programming);
- Conduct project planning, and concept/design-development Value Engineering services;
- Define construction stage commissioning of overall building performance goals; and
- Define performance standards for features/systems that contribute toward overall building performance goals.

e. Construction/Turnover Stage.

f. Post Occupancy Evaluations/Research. The Contractor may be required to conduct/
participate in Post Occupancy Evaluations, Facilities Performance Evaluations, technology application assessments, and/or Re-Commissioning services.

g. Required Skills. Besides technical capabilities, skill sets must include the ability to analyze complex building system interdependencies, facilitate integrated discussions/decision making, and communicate clearly (both in writing and orally). All team members must understand Life Cycle Cost analyses and methods.

Team members must be able to use computer-based tools typically associated with GSA projects. All Contractor team members must be facile in the Microsoft Windows Professional suite of software applications. Team members must be familiar with Dr. Checks software, as supported by the Army's Construction Engineering Research Laboratory (CERL). Familiarity with GSA's Project Planning Tools (PPT) website (www.projectplanningtools.org) is desirable. Expertise must also be available in Computer Aided Design (CAD) software, which could involve 3-D and 4-D applications. The ability to program/maintain Internet websites, and to create/use large databases may also be required. Architecture and Engineering (A-E) Services require performance by licensed architects and/or registered engineers of their employees.

h. Disciplines. Involved commissioning and professional services disciplines may include: Architecture, Landscape Architecture, Interior Design, Structural and Geotechnical, Civil, HVAC, Plumbing, Fire Safety, Elevator, Electrical (Power and



Lighting), Security, Food Service, Property Management, Construction Management, Value Engineering, and Cost Estimating.

5. GENERAL REQUIREMENTS.

a. Approach. The Contractor shall provide Commissioning and related services and submissions for all projects ordered in accordance with the requirements of this contract and the individual Task Orders. All requirements will be procured through the issuance of Task Orders. Task Orders shall not be used to modify the terms and conditions of this contract. Each Task Order will include a project specific Statement of Work. The Extended Contract Man-Hour Rates will be used for pricing levels of effort. The Contractor must use any applicable GSA forms and procedures as instructed by the Contracting Officer's Representative (COR). Unless specifically authorized by the COR on a case-by-case basis, no Contractor submissions may be handwritten.

b. This is an Indefinite Quantity Indefinite Delivery (IDIQ) contract with firm fixed priced Delivery Orders. New Disciplines/Labor Categories not already included in this contract must first be priced and incorporated by modification to the basic contract. Other pricing factors will be evaluated and included in unit prices accepted by the Government, if adequate cost and pricing data is not available to the Procuring Contracting Officer.

c. Other Direct Costs (ODCs). Reimbursable expenses for incidental demand requirements budgeted for within the contract ceiling price as a requirements allocation, are limited to (1) authorized reproduction, (2) authorized travel and subsistence, (3) photographs, (4) presentation materials, (5) Field Testing, (6) any other government requested materials or services. Separate mark-up costs/profit for these items is not authorized. Only delivered prices will be used for these ODC's.

d. Performance. Upon execution of services ordered, the Contractor is required to operate in both anticipatory and reactive modes; the Contractor must take the initiative, act in advance to generate activity, and follow-up so that all services are started and completed as early as possible. Timely performance is essential under this contract. The Contractor shall not construe any actions taken under this contract as absolving its personnel and the firms involved from their duties and responsibilities to properly execute every work/delivery order in accordance with current professional standards and applicable work/delivery order references.

e. Interactions. The Contractor must establish all necessary liaisons, coordination, and support with any project related agencies and representatives at the Federal, State, Regional, and Local levels as appropriate for each Task Order or as required by the COR, and ensure that any needed follow-up actions are taken promptly.

f. Coordination with other Cx/A-E/CM. When requirements are ordered at projects supported by another Commissioning (Cx), A-E and/or CM contractor, the Contractor shall



coordinate services performed under this contract through the project Cx/A-E/CM in a fully cooperative manner.

g. Meetings and Documentation:

(1) Schedule periodic meetings with the COR, other Cx, other A-E, other CM, other firms, and individuals involved with the projects for the purposes of discussing procedures, progress, problems, scheduling, and other pertinent matters. The Contractor must fully document all such discussions, and continue to report on its progress and work efforts to the COR.

(2) Participate with the COR in the Time of Performance (TOP) conferences at or near the completion of work/delivery order deliverables. Provide project information, and technical and other support as required by the COR.

(3) The Contractor will take minutes of meetings when required in Task Orders; the format must be acceptable to the COR. Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, addresses, and telephone numbers; be fully descriptive of issues, problems, and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must provide as attachments all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The Contractor will provide complete copies of all minutes to the COR and all attendees within 3 working days. All challenges to the minutes will be reflected in revised versions, with distribution to everyone who received the previous account.

h. Problems:

(1) Advise the COR of any disagreements with officials involved in the projects, Cx, A-Es, CMs, construction contractors, etc., which cannot be resolved by the Contractor, within 3 calendar days. Make recommendations concerning cost controls, scheduling, levels of effort, and maintaining the approved completion time allocations for submissions.

(2) Advise the COR of potential delays in completion of any aspects of the work/delivery orders; provide recommendations on actions necessary for keeping the services on schedule.

(3) Advise the COR immediately of any problems which are outside the responsibilities of the Contractor as specified in this contract. Suggest resolutions for such problems, and follow-up as required by the COR.

i. Primary data collection. It shall be the sole responsibility of the Contractor to obtain all information required to successfully carryout each Task Order, other than the information provided by the Government. The Contractor must undertake a program of primary (field) data collection in those areas where existing data does not exist, is not valid, or is not sufficient to perform thorough analyses. In cases where the Contractor believes that



available information is inadequate, or of such poor quality that the integrity of the study conclusions may be compromised, the Contractor will be required by the COR to substantiate its position, and propose data collection efforts specific to that position as part of the Progress Reports.

j. Reports. Draft and/or final reports are to be prepared based on necessary and appropriate research, surveys, conferences, and factual information from other data sources, and must give full consideration to the views and comments expressed by the Government and other appropriate reviewing parties.

k. Comments. Solicit and/or collect comments from all participating parties, and consolidate them with all related supporting data into project studies and/or reports. Transmit these documents together with any supporting drawings to the COR. Include recommendations regarding approvals of submissions, and meet with the Government and other concerned authorities to discuss any comments.

l. Submissions. Prepare documents relating to task order contract requirements, including scopes of work, schedules of submissions, cost estimating, and other submissions as required by the COR. Submissions must be prepared so that requests for information (RFI's) are unnecessary or minimized to the greatest extent possible.

m. Drawings. When required in a task order, drawings will be of the specified types, sizes, finishes, accurately scaled, and/or otherwise prepared as required by the COR; the use of CADD may be required. Smear proof and waterproof ink must be used, unless otherwise directed by the COR. Properly prepared drawings, and the CADD diskettes if CADD is used, will be delivered to and become the property of the Government.

n. Using Recycled Products. It is the policy of the Federal Government to increase the use of recycled products to conserve natural energy resources, reduce waste, and to protect the environment. The use of recycled products, especially recycled-content paper products, is required to the maximum possible extent for all submissions specified in individual Task Orders.

o. Information Technology (IT) Support. The contractor must submit manipulatable data and databases as specified herein. In turn, information may be delivered to the Contractor in electronic format. The Contractor shall provide its own ADP hardware/computer equipment and software to fully satisfy all operational requirements for Task Orders, and all associated costs must be included in the established pricing for this contract as no reimbursement is authorized for such items. The contractor's equipment and software must be compatible with the system and software used by the Government. The ADP support needed includes: MS Word, Word Perfect, MS Excel, Lotus 123, Timeline, MS Access, CA Super Project, Dbase IV, and AutoCAD. The Contractor is responsible, at its cost and expense, for ensuring its compliance with the Federal Information Systems Management Act as it pertains to work performed under this contract.



6. STANDARD PROFESSIONAL SERVICES.
(Applicable to all Task Orders)

a. THE CONTRACTOR SHALL:

(1) Visit all project sites. Hold conferences and discussions with Government representatives. Take such discretionary actions as may be necessary, or effect those required by the COR to obtain the data needed for performance of the services under each Task Order. The Contractor is responsible for obtaining and including current Federal contract language and clauses in construction contract documents.

(i) The Contractor must incorporate the proper competency of bidder provisions in construction contract solicitations when Task Order projects include construction restoration specialty skills.

(2) Assist GSA in conferring with and coordinating work through Federal, State, and Local government agencies.

(3) Closely coordinate contract work with the related work of Government staff, and other Cx, A-E and/or CM contractors when applicable.

(4) Where relevant for a Task Order, prepare any additional explanatory computations, drawings or sketches, and other materials for Government use in implementing designs, design changes, and other changes/ improvements as required. The Contractor must act to eliminate RFI's from the general contractor(s). Any RFI's that result from errors in calculations, design errors, grammatical errors, mistakes in formats, or other substantive deficiencies will be remediated by the Contractor at no cost to the Government.

(5) Photographs. All photographs must be taken by a competent professional photographer experienced in architectural or technical photography as appropriate; all will become the property of the Government upon delivery to and acceptance by the COR. Label each photograph with a description including at least the following information: Name and location of site/location; Purpose of photograph (nature of project); The date taken; Identity of developer/owner/lessor; What was photographed and from where taken; Identity of the Photographer.

(6) Promptly report to the COR any ambiguities or discrepancies when discovered in project requirements, working criteria, drawings, or any other documents involving contract work.

(7) **Task order** assumptions must be clearly stated and understood, and be mutual. Ensure that all completed plans and/or designs comply with GSA standards and with the Statements of Work specified for the projects. Notify the COR/PO of any conflicts or other problems in the documents, which require resolution. The Contractor is responsible for the prevention of errors and omissions and for eliminating any need for RFI's relative to designs.



(8) Advise the COR/PO of potential delays in completion of any aspects of plans and/or work/delivery orders. Provide recommendations on actions necessary for keeping the projects on schedule.

(9) Provide progress/status reports on work being performed as instructed by the COR/PO. Attend progress meetings. Keep Government and representatives fully apprised of project activities, schedules, and any issues relative to work in progress.

(a) The initial Progress Report is due and the first project performance review will be conducted by the COR/PO on or about the 15th calendar day after the Task Order notice to proceed. Thereafter, Progress Reports and project reviews will be held every two weeks or as determined by the COR/PO until all project work is completed. For these on-board reviews, the Contractor must provide Progress Reports organized as follows: (a) Summary, (b) Critical Issues, (c) Recommendations, (d) Work Performance. In Section (d) of the Progress Report, provide accurately stated details of the progress made to date; problems encountered and/or any anticipated changes; logical blocks of work planned (with bar charts or other suitable graphs for illustration and clarification) for accomplishment by the next review; and any other information the Contractor deems appropriate – in consultation and cooperation with the COR/PO – that will enable to Government to keep abreast of the overall work efforts.

(10) Perform all contractual services within the prices agreed upon and the Government's budget constraints. Report to the Government at least monthly or as otherwise directed by the COR/PO on the status and projected final costs of the projects, and when necessary, recommend actions within budget.

(11) Additional Services. When required to support the work being performed under any project Statement of Work, the Task Order may be modified to including providing reimbursable services such as those listed below. All such work must be authorized in advance by the COR or CO.

(a) Professional/Expert Witnesses at Legal and/or Congressional Hearings. The Contractor must provide witnesses, including any persons employed by or in any way responsible to the Contractor for data input and/or preparation of submissions, in support of the documents. The Contractor also will be responsible for arranging and providing professional/expert testimony at any required Congressional proceedings where assistance is required.

(b) Additional Project Alternatives. The Contractor will be required to design and review additional alternatives, and fully coordinate and advance them through the approval process, if these services are ordered.

(c) Availability for additional issues. The Contractor will be required to design and review additional project alternatives, and fully coordinate and advance them through the approval process, if these services are ordered.

(d) Evaluation of Bids. The Contractor will be required to evaluate construction contract bid packages on behalf of the Government when specified in individual Task Orders.



b. GOVERNMENT RESPONSIBILITIES:

The COR or the Contracting Officer (CO) will:

(1) Issue individual Task Orders specifying the professional services required for various projects. **And in accordance with FAR 16.500 and FAR 16.505(b), the Contracting Officer for specific delivery/task Orders shall adhere to Qualification Based Selection consistent with FAR 36.602 for selection of Contractors and placement of orders. The GSA/PBS Central Office and Regional CO/COR/PO shall consider all Contractors under this Multiple Award.**

(2) Furnish current GSA Public Buildings Service handbooks, design data, guide specifications, and other pertinent references, if required.

(3) Provide unique project data including drawings and other available project documents.

(4) Where necessary, the COR/PO will arrange authorization for the Contractor's access to study areas/proposed sites.

(5) Review all materials submitted by the Contractor. For purposes of efficiency, on-board reviews will be arranged and form the bases of reviewing individual submissions.

(6) Confer with and advise the Contractor on appropriate contact sources in Federal, State, Regional, and Local government agencies, public and private utility companies, etc., and assist the Contractor in arranging meetings with designated officials, when it is not possible or efficient for the Contractor to do so.

(7) Advise the Contractor of all formal meetings, presentations, etc., at which attendance is mandatory with at least 3 calendar days advance notice whenever possible.

(8) Provide copying, distribution, and mailing services for submissions and documents when these must be produced in bulk quantities.

7. GOVERNMENT RESPONSIBILITIES.

The COR or the Contracting Officer (CO) will:

a. Issue individual contract task orders specifying the professional services required for various projects.

And in accordance with FAR 16.500 and FAR 16.505 (b), the Contracting Officer for specific delivery/task Orders shall adhere to Qualification Based Selection consistent with FAR 36.602 for selection of Contractors and placement or orders. The GSA/PBS Regional CO/COR/PO shall consider all Contractors under this multiple award.



- b. Furnish current GSA Public Buildings Services handbooks, guide specifications, and other pertinent references, if required.
- c. Provide unique project data including drawings and other available project documents.
- d. Where necessary, the COR/PO will arrange authorization for the Contractor's access to study areas/proposed sites.
- e. Review all materials submitted by the Contractor. For purposes of efficiency, on-board reviews will be arranged and form the basis of reviewing individual submissions.
- f. Confer with and advise the Contractor on appropriate contacts in Federal, State, Regional, and Local government agencies, public and private utility companies, etc., and assist the Contractor in arranging meetings with designated officials, as necessary.
- g. Advise the Contractor of all formal meetings, presentations, etc., at which attendance is mandatory with at least 3 calendar days advance notice whenever practicable.
- h. Provide copying, distribution, and mailing services for submissions, and documents when these must be produced in bulk quantities.

8. HANDBOOKS/REFERENCES.

Reference materials or appropriate portions thereof will be made available after award, as applicable to the projects, upon written requests by the Contractor. GSA will also provide other Government guidelines and handbooks as the needs arise. The Contractor must become familiar with and use the applicable versions/revisions in effect as of the effective date of each Task Order issued under this contract, and the Contractor is required to comply with the standards, policies, and procedures set forth in all such references.

9. QUANTITIES AND CONDITIONS OF WORK.

a. Estimated Quantity of Work is not guaranteed. Except as provided herein, the Contractor is obligated to satisfy the requirements for professional services and deliverables which are ordered from time-to-time through individual Task Orders and their modifications. All requirements ordered will be based on estimated quantities within the project specific Statement of Work. No guarantees are implied or expressed by the Government in any way that services and deliverables will be ordered, except as stipulated below in paragraphs "c" and "d."

b. Guaranteed Minimum. The Government will order at least \$5,000 in combined services and deliverables during the Base Period of this contract.

c. Maximum Total Contract Amount. The Indefinite Quantity Ceiling (IQC) for each effective period is \$6,000,000, for a potential aggregate dollar total of \$30,000,000. The unused IQC balance of each period may be brought forward to the succeeding periods.

d. Work by Others. The Contractor shall not expect exclusive rights to all work covered by this contract. The Government reserves the right to undertake by contract, by Government personnel, or by other means, the same or similar kinds of work included in this contract, depending on the availability of resources. Such actions shall not be violations of this contract, and shall not be considered as terminations in whole or in part of any work procured through this contract.

10. COMPLIANCES.

The Contractor must comply with all applicable codes and standards such as, but not limited to, BOCA codes, ASHRAE handbooks and ASHRE Standard 90-75, National Electrical Code, ANSI/ASME A17.1 Safety Code for Elevators and Escalators (including supplements).

11. OTHER CONTRACTS.

The Government may undertake or award other contracts related to the projects including, but not limited to, Commissioning (Cx), Construction Management (CM) services, A-E Design services, other consulting contract services, and construction contractor work. The Contractor shall cooperate fully with all such other contractors, Government employees or officials involved, and as necessary must carefully adapt the scheduling and performance of work under this contract to accommodate the other work, heeding any instructions which may be provided by the COR/PO. The Contractor shall not commit or permit any acts that will interfere with the performance of work by any other contractor or by Government personnel.

12. LEVEL OF EFFORT.

While the Contractor is totally responsible for its performance and deliverables, the Government may require that work be accelerated at certain times to preserve its obligations for accomplishment of the projects. If necessary, this may include issuing Task Orders/Task Order Modifications to the Contractor which entail a given number of man-hours for specific Disciplines/Labor Categories and Extended Contract Man-Hour Rates.

13. TASK ORDERS.

a. Controls. Task Orders will be used to order services and related deliverables as specified in the Schedule. Task Orders shall not specify options and other requirements that are not provided for in the basic contract; Task Orders will not be used as change orders or contract modifications. Any new disciplines/labor categories and work items not already included in this contract must first be priced and incorporated by modifications to the basic



contract only by the Contracting Officer, at which time any mark-up and other pricing factors will be evaluated and included in item prices accepted by the Government.

b. Initiation. As reimbursable project requirements arise, the Government will normally place Task Orders with the Contractor as follows:

(1) COR/PO drafts a project specific Statement of work (SOW) that includes the services time schedule for performance, team/level of service, deliverables and pricing (units and total) to be required under this contract.

(2) COR/PO prepares an Independent Government Estimate (IGE).

(3) COR/PO issues a request for fee proposal to the Contractor.

Note: Prior to issuing the RFP, and in accordance with FAR 16.500 and FAR 16.505(b), the Contracting Officer for specific delivery/task orders shall adhere to Qualification Based Selection consistent with FAR 36.602 for selection of Contractors and Placement of orders. The GSA/PBS Central Office and Regional Office CO/COR/PO shall consider all Contractors under this multiple award.

(4) Contractor submits initial fee proposal.

(5) COR/PO prepares level of service and price analyses, prenegotiation objectives, and discussion agendas; all must be satisfactory to the CO. After the CO approves these, the COR/PO schedules negotiations.

(6) After negotiations are concluded, revised offer is obtained from the Contractor, and the COR/PO prepares a price negotiation memorandum (PNM) for signature and approval by the COR/CO.

(7) COR/PO prepares finalized SOW, and COR/PO prepares and issues the Task Order with the attached final SOW. The Contractor may be required to countersign the Task Order at the time of issuance.

c. When urgencies occur, the Government will unilaterally issue Task Orders on a not-to-exceed price basis, and the contractor is required to immediately proceed with performing all such work. The issuance of Task Orders for urgencies is exempt from any ordering limitations specified elsewhere in this contract. For urgency Task Orders, definitized pricing will be established through subsequent discussions using the procedures set forth in subparagraph b above.

d. Task Order Team: A proposed Task Order Team, consisting of personnel who must be approved by the Government, will be furnished by the Contractor for performance of the services authorized by each Task Order. The Task Order will identify project requirements in its Statement of Work to be performed by the Contractor, the make-up of the Task Order Team, the time schedule fixed for Contractor performance, and pricing (units and total).



e. **Fee Proposal.** All initial price proposals relative to any Task Orders will be prepared by the Contractor and submitted to the COR/PO within five (5) calendar days after receipt of the draft /urgency Task Order, unless a longer time is requested due to the complexity of the order. Any revisions to initial fee proposals will be submitted by the Contractor and received by the COR/PO within two (2) calendar days after the date on which discussions were held with the COR/PO, unless a longer period is specified in the request. Proposals for performing the required services will be submitted on detailed GSA Forms 2630, Architect-Engineer Cost Estimate, and the GSA Form 2631, Architect-Engineer Cost Estimate Summary, or equivalent formats. When authorized by the Government, reimbursable incidental expenses required in connection with a Task Order are to be included in the detailed cost breakdowns on the GSA Forms 2630 and 2631 or equivalent formats.

f. This is a **Indefinite Quantity Indefinite Delivery (IDIQ) contract with firm fixed price Delivery Orders**. New Disciplines/Labor Categories not already included in this contract must first be priced and incorporated by modification to the basic contract. Other pricing factors will be evaluated and included in unit prices accepted by the Government, if adequate cost and pricing data is not available to the Procuring Contracting Officer.

g. **Discussions.** The Contractor must physically attend all discussions concerning Task Order requirements. Discussions typically will cover identified areas of concern for which mutual understandings are necessary. This requirement may be waived by the COR/PO on a case-by-case basis with the Contractor's agreement.

h. **Agreement.**

(1) If agreements are reached in a timely manner on the services to be performed and pricing, finalized Task Orders will be executed. The firm fixed prices for Task Orders will be based on fixed hourly rates, the negotiated levels of effort for each Discipline/Labor Category, travel (if authorized), reproduction costs, deliverables, and all other terms agreed upon.

(2) If agreements cannot be reached, neither party will be under any obligations to the other concerning the services covered by the particular draft Task Orders.

i. **Issuance.** Individual Task Orders will be issued as requirements occur. These orders will specify work to be performed and will reflect the Extended Contract Man-Hour Rates in the basic contract. The terms and conditions set forth in the basic contract will always apply. Each Task Order will have its own price and performance period which may extend past the expiration date of the current basic contract effective period; however, a completion date must be established at the original execution of each Task Order. Outstanding Task Orders will be performed at the rates/pricing, which correlate to the applicable basic contract period(s) in effect for their duration. Modifications to Task Orders are controlled by the "Changes" clause as to work requirements and equitable pricing adjustments. The total amount of all work required may not exceed the maximum contract price for the respective Base or Option



Period in which it is ordered. After the contract Base or Option Period expires, the amount of work included in any outstanding Task Order shall not be modified to enlarge its Statement of Work, unless such modification is necessary to accomplish the tasks under the Task Order.

j. Commencement of Work. The Contracting Officer signs unilateral Task Orders. The Contracting Officer and the Contractor sign bilateral Task Orders. For bilateral transactions, the Contractor will sign before the Contracting Officer, so that the Task Order is ready for execution upon presentation to the Contracting Officer. No work shall be performed on individual Task Orders until they are signed by the Contracting Officer, except for high priority actions as identified by the Government; these will be processed as specified in Paragraph-14 below. The issued Task Orders will serve as the notices to proceed.

k. REPORTING. The Contractor shall submit to the Procuring (awarding) Contracting Officer (GSA/PBS, Washington, DC) a Contract Report on ALL Task Orders against the Indefinite Quantity Ceiling (IQC), that are requested (pending obligations) and issued (established obligations) from the, GSA/PBS Regions, Nationwide. **This report shall be submitted within thirty (30) days following the end of the federal fiscal quarters (12/31, 3/31, 6/30, and 9/30). The format shall follow the attachment to Appendix C.**

14. AUTHORITY TO ISSUE CONTRACT TASK ORDERS.

a. The following identified personnel are authorized to issue Task Orders under this contract:

- (1) GSA- Regional Administrator and Deputy Regional Administrator.
- (2) GSA- Assistant Regional Administrators for PBS.
- (3) The Contracting Officer for this contract, and other contracting officers of the GSA- PBS who possess appropriate Warrants.

b. The issuance of Task Orders on a verbal basis is limited to the officials specified at (1) and (2) above. All other ordering officials are required to use written Task Orders, within the limits of their delegated authority; however, verbal orders for urgent requirements may be issued provided they all are confirmed in written Task Orders within three (3) calendar days after the date placed with the Contractor.

15. UNREASONABLE FAILURE TO AGREE.

If the Contracting Officer determines that the Contractor has unreasonably failed to agree during negotiations on two or more Task Orders, the Government may terminate this contract.

16. COMMENCEMENT OF CHANGE ORDERS AGAINST THIS CONTRACT.

a. The Contractor shall, within five (5) calendar days after receipt of a draft Change Order (also Modifications initiated by the CO), initiate the actions necessary for responding to the requirements specified.



b. All initial fee proposals relative to any Change Orders must be prepared by the Contractor, and submitted to the ordering official within five (5) calendar days after receipt of the draft Change Order, unless a longer period is specified by the Government. Any revisions to initial fee proposals must be submitted by the Contractor and received by the ordering official within three (3) calendar days after the date on which discussions were held with the ordering official.

c. Task Order projects affected by Change Orders will continue to be considered separately as to work requirements, time for completion, payments, etc.

d. Nothing in this section shall affect the rights of the parties under the clause of this contract titled "Changes" – see Part III.

17. CHANGES OR REVISIONS.

a. The Government shall not be liable for any costs due to changes or revisions in any Task Order projects, from the requirements originally negotiated and agreed to, unless such changes or revisions are authorized and approved by the Contracting Officer or COR in writing.

b. Any requests for changes or revisions in the scope of services for this contract shall be transmitted to the Contracting Officer for review and approval before acceptance by the Government.

18. GOVERNMENT RECORDS.

The Contractor and its subcontractors or consultants shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the Contractor, including employees of the Contractor's firm. When deemed appropriate, the Government may authorize the release of certain information or data necessary for use by the Contractor in performance of contract work, and in such cases specific written authorization must be given in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Contractor must ensure that this clause is included in all tiers of subcontracts.

19. PROPRIETARY INFORMATION.

In the event that performance of any work under this contract causes the Contractor to gain access to proprietary and/or confidential information of other firms/ contractors, the Contractor is required to immediately execute Technology Exchange Agreements with those firms/contractors, in order to protect the information from unauthorized uses. The Contractor is required to refrain from using any such information for any purposes other than for which it was furnished. The Contractor must immediately provide the Contracting Officer with a copy of any such agreements with original dated signatures affixed.



20. PROTECTION AND CONTROL OF GOVERNMENT RECORDS AND PROPRIETARY INFORMATION.

The Contractor is required to develop and utilize procedures for custody, use/handling, reproduction, preservation, storage, safeguarding, and disposition of all documents and information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the course of contract performance.

21. SUBMISSIONS.

- a. All submissions will be accompanied by an appropriate transmittal letter from the Contractor to GSA.
- b. Each Task Order will include an established schedule for submissions, required quantities, and reviews expected. The Contractor must satisfy these requirements. Continual, failure by the Contractor to diligently carry out, follow-up, and complete all Task Order requirements within the specified delivery dates will be grounds for the Contracting Officer to terminate this contract.
- c. All submissions must be prepared accurately, correctly, and with professional grade quality. Deficient submissions will be returned to the Contractor for remedial actions without cost to the Government. The Contractor is responsible for the timely correction of deficiencies in submissions.
- d. Completion and delivery dates may be extended by the Government if performance is delayed due to causes beyond the control and without the fault or negligence of the Contractor, as determined by the COR.
- e. Unless specifically authorized by the COR/PO on a case-by-case basis, absolutely no submissions will be handwritten.
- f. If another Commissioning (Cx) contractor, Construction Management (CM) contractor and/or another A-E is handling a project for which contract work is performed by the Contractor, the submission of deliverables must be coordinated through the other Cx/A-E/CM.
- g. Submissions may be approved with reservations that GSA comments/ revisions be incorporated in subsequent submissions. If these comments/ revisions are not addressed, the documents submitted will be returned with explanatory notes without further reviews. Each submission after the first will be accompanied by a cover letter that includes remarks on prior GSA comments/revisions. Cover letters must explain how each of the issues were resolved.



h. If the Government determines that the final submission is inadequate or incomplete for causes within the Contractor's control, the Contractor must make any corrections and/or additions and resubmit the package at no additional cost to the Government.

22. PACKAGING, MARKING AND TRANSMITTAL OF SUBMISSIONS.

a. The Contractor shall prepay mailing and/or freight charges and any other fees incurred for transmitting deliverables required under any Task Orders written against the basic Contract.

b. All information submitted to the Government must be clearly marked to show the identification number of the Contract or the Task Order applicable.

c. The Contractor is responsible for properly protecting all sketches, drawings, reports, models and any other submissions transmitted to the Government. The Contractor is responsible for packaging its submissions in a manner to preclude damage during shipping and handling. The Contractor is required to repair or replace any items damaged before delivery and acceptance by the COR at no cost to the Government.

23. CONTRACTOR PERSONNEL STAFFING AND ASSIGNMENTS.

a. The Contractor is required to dedicate and utilize the key persons, specialists, and individual consultants as named and/or otherwise identified, committed, and accepted in Section 7 of the SF-255 submitted for this contract for the specific contracted delivery order when they occur and when the order requires those individuals.

b. With regard to senior professional personnel who will approve and/or certify design work, the Contractor and its subcontractors are required to assign only professionals who are registered in the jurisdiction in which they will perform contract work. Professional registration may be required by the Government for personnel performing design work other than certifications and/or approvals of drawings and other submissions.

c. The Contractor agrees to provide secretarial and/or clerical, administrative, technical, and professional personnel as required/needed to perform the work specified in Task Orders.

d. In the event that any of the above personnel/consultants named are unable to perform because of death, illness, resignation from the Contractor's employ, dissolution of agreement, or other reasons, the Contractor shall promptly submit to the COR/PO detailed written explanations of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information the COR/PO deems pertinent to approvals of substitutions. No substitutions shall be made without the prior written approval of the Government. No increases in contract pricing will be allowed when substitutions are authorized by the Government.

e. For performance of any contract work, the Contractor must provide the most appropriately qualified members of its permanent full-time staff, unless the COR/PO



expressly permits the use of other than permanent full-time personnel. The Contractor is required to submit for administrative approval by the COR listings of the project team members by names, organizations, and roles along with their resumes.

f. Subcontractors and Consultants. Substitutions of subcontracted or consultant support included in the original contract are subject to the written approval of the COR. This contract must be modified before a follow-on firm commences work. Changes in individuals employed by these firms will be processed administratively between the COR and prime Contractor.

24. SPECIAL PERSONNEL QUALIFICATIONS.

Personnel possessing unique technical specialties may be required for supplementary expertise related to regular project services. Such personnel shall have qualifications as required and approved by the COR which are appropriate to the nature of the services that will be provided.

25. FAILURE TO PROVIDE QUALIFIED PERSONNEL.

Repeated failure or excessive delays by the Contractor to provide qualified personnel, who meet the stated requirements, will be deemed sufficient reason for the COR to recommend termination of this contract to the Contracting Officer of record.

26. TECHNICAL INSTRUCTIONS.

The performance of all contract work is subject to the technical instructions given by the GSA COR/PO. These instructions will consist of available design assumptions, general guidance, supplemental details affecting projects, formatting and procedural coordination, and liaison matters concerning GSA's client agencies. Cooperation with the GSA COR/PO is of paramount importance in performing contract work.

27. RESTRICTIONS ON OTHER WORK.

Under this contract, the Contractor and its employees and consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the contract and its Task Orders without written notification signed by the Contracting Officer or COR/PO, as appropriate.

28. ELIGIBILITY FOR CONSTRUCTION CONTRACT AWARDS.

In accordance with FAR 36.209, the Contractor and its subsidiaries and affiliates are not eligible for award of construction contracts which they designed; major subcontractors also are not eligible for future contracts for projects in which they performed a significant amount of supporting services. Minor subconsultants are eligible for award of contracts for construction projects following the performance of peripheral services under this contract.

29. ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

a. Contracting Officer (CO). The Contracting Officer is the final authority in all contractual matters relating to this contract as well as to any design, construction or other type of contract associated with this contract. The CO has overall responsibility for administration of this contract and is authorized to take action on behalf of the Government to amend, modify, or deviate from contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR). The award letter will indicate who has been designated as the Contracting Officer's Representative (COR) to assist the CO in the discharge of contract administration responsibilities. Under this contract, the basic responsibilities of the COR include: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government representative in charge of work at the sites; ensuring compliance with contract requirements insofar as the work is concerned; approving assignments of contractor personnel; conducting prompt payment meetings; and advising the CO of any factors which may cause significant delays in performance of work. All services rendered under this contract shall be provided to the COR, except for those services reserved to the CO and identified as reserved in this contract or in the memorandum delegating authority to the COR.

c. Project Officers (POs). These are GSA employees assigned to the project as representatives of the GSA Technical Program Activity (that activity is responsible for the overall management of the project for the Government). The functions and authorities of POs generally include providing advice and assistance to Contractor personnel, and serving as focal points of daily project management and operations for the Government.

d. Documentation of Inspection and Acceptance. (1) The COR is responsible for the performance of inspections of deliverables upon receipt by the Government and/or evaluations of services completed to date, documentation of every inspection/evaluation, and providing the Contractor with copies of all inspection/evaluation reports. Where product or service warranties apply, these must be provided by the Contractor at the time of delivery or completion of work/services.

30. INSPECTION, ACCEPTANCE, INVOICES AND PAYMENTS

a. The COR is responsible for the inspections of deliverables upon receipt by the Government and/or the evaluation of services completed to date. The COR will document the inspections and evaluations, and provide the Contractor with copies of all inspection and evaluation reports. When a product or service warranty is applicable, the Contractor will provide them at the time of delivery or completion of services.



b. The Contractor shall submit its invoices to the COR [in the form specified at GSAM clause 552.232-71], and if the Contract or Task orders are administered with the assistance of a project management Contractor, also submit copies to such Contractor. In the case of procurements administered with the assistance of project management (PM) contractors, the PM contractor will inform the COR by telephone of the results of its communication immediately with written confirmation and any associated documentation, conveyed by overnight air or other carrier, if necessary. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments, to the COR/PO as described in each task order.

c. Payment requests shall not be submitted by the Contractor until after the scheduled pre-invoice payment meeting is held. If the Contractor fails to attend a payment meeting or participate in the telephone discussion, the Government will make payment of the Contractor's payment request based upon the results of the Government inspection, in an amount of no more than the Government's estimate of the amount due. The balance of the Contractor's payment request will remain in dispute and will not be subject to any late penalty, until such time that an invoice including the disputed amount is resubmitted and agreement is reached with the COR on any payment amount being due.

d. Payment due dates are based upon the date of receipt of a proper invoice by the CO. If the invoice is defective (See FAR Clause 52.232-26 -- Prompt Payment for Fixed-Price Architect-Engineer Contracts and GSAM Clause 552.232-72, Invoice Requirements) it will be returned to the Contractor for appropriate action. If there is a disagreement over the payment amount the COR may pay the portion of the requested payment that is not in question.

e. The making of payments by wire transfer should not be expected by the Contractor unless Authorized by the COR.

f. Any inquiries on payments are to be directed to the Contracting Officer or designated representative (COR).

CERTIFICATE OF CURRENT COST OR PRICING DATA

I, the undersigned, certify that the best of my knowledge and belief, the cost or pricing data (as defined in section 101 of the Federal Acquisition Regulation (FAR) and required under FAR section 1.401-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of GS-00P-06-CYD- is accurate, complete, and current as of September 29, 2006 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm LARSEN & BURGESS, INC.

Signature (b) (6)

or (b) (6)

by (b) (6)

Date of execution 9/29/06

Identify the proposal request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

* Insert the day, month, and year when price negotiations were concluded and price was reached or, if applicable, an earlier date agreed upon between the parties that is as practicable to the date of agreement on price.

** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)